

Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address)	Lender (Name, address, city and state)	Account No.
BEATRICE G MAREZ ADELAIDO MAREZ 1416 S HODGES AMARILLO TX 79104	CITIFINANCIAL, INC. 7402 W 34TH AVE SUITE 9 AMARILLO, TX 79121	Date of _____ 02/22/2008

ANNUAL PERCENTAGE RATE The cost of Borrower's credit as a yearly rate. 9.75 %	FINANCE CHARGE The dollar amount the credit will cost Borrower. \$ 26,842.04	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf. \$ 46,963.93	Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled. \$ 73,805.97
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Payment Schedule:

Number of Payments	Amount of Payments *	When Payments Are Due
1	\$ 722.12	04/05/2008
119	\$ 614.15	MONTHLY BEGINNING 05/05/2008
	\$	
	\$	

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if applicable.

Security: Borrower is giving a security interest in Real Property.

Late Charge: If a payment is more than 10 days late, Borrower will pay a late charge equal to the greater of 5.0 % of the unpaid portion of the payment due or \$ 15.00.

Prepayment: If Borrower pays off early, Borrower will not have to pay a penalty and will not be entitled to a refund of part of the finance charge.

* Does not include any insurance premium.

Additional Information:

Total amount of first month's payment including insurance premiums, if any.	PRINCIPAL	FEES	POINTS	ADMINISTRATIVE FEE
\$ 722.12	\$ 48,372.85	\$ 428.68	\$ 1,408.92	\$ NONE

DATE CHARGES BEGIN
02/27/2008

Required Insurance Disclosure:

If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

Borrower has five days from the date of the loan to furnish any required insurance coverage through policies of insurance owned or controlled by Borrower or to procure equivalent insurance through any insurance company authorized to transact business in Texas.

Optional Insurance Disclosure:

Borrower is not required to purchase optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type:
\$ NONE	\$	
\$ NONE	\$	
\$ NONE	\$	

Beatrice B Marez 2-22-08
First Borrower's Signature Date

Adelaido Marez 2-22-08
Second Borrower's Signature Date

(* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

Termination of Insurance:

Borrower may cancel any of the optional insurance products offered at any time. The optional insurance will terminate upon the earliest of the following occurrences:

- (1) the Lender's receipt of Borrower's written request for termination;
- (2) on the date when the sum of past due premiums equal or exceed four times the first month premium;
- (3) termination pursuant to the provisions of the insurance certificate;
- (4) payment in full of Borrower's Loan;
- (5) death of Borrower.

TERMS: In this Disclosure Statement, Note and Security Agreement ("Agreement") the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, jointly and severally, for all promises made and for repaying the loan in full. The word "Lender" refers to the lender whose name and address are shown above.

PROMISE TO PAY: In return for a loan that Borrower has received, Borrower promises to pay, in accordance with the Payment Schedule shown above, to the order of Lender the Principal Amount shown above, plus interest on the unpaid Principal Balance from the Date Charges Begin until fully paid at the Agreed Rate of Interest of 09.0528 %. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan.

(Intentionally left blank)

Borrower's Initials: *BGM & AM*

BEATRICE G MAREZ ADELAIDO MAREZ

02/22/2008

Any amounts shown above as Points have been paid by Borrower as prepaid interest. If this indebtedness is secured by a first lien, any Points/Fees are earned at the time the loan is made and are not subject to refund. If this indebtedness is secured by a subordinate lien, and in the event of prepayment, either voluntary or by acceleration, the Points/Fees will be earned at the time the loan is made and not subject to refund to the extent that such earnings do not cause the interest rate on this Agreement for its abbreviated term to exceed 18% per annum. Any Points/Fees in excess of that amount will be refunded (credited) to Borrower. Principal and interest shall be payable in the substantially equal monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments, beginning on the First Payment Date shown above and continuing on the same day in each following month to and including the Final Payment Date shown above. Upon the Final Payment Date or the acceleration thereof, the entire unpaid Principal Balance and earned but unpaid interest as evidenced by this Agreement shall be due and payable. Any payment(s) that Lender accepts after the Final Payment Date or the acceleration thereof do not constitute a renewal or extension of this Agreement unless Lender so determines.

Each payment shall be applied as follows: (1) monthly loan payments due (first to interest, then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment, if any, then (4) principal. The portion of the payment applied to Principal shall be applied first to any recording, appraisal, title insurance and title examination fees, and any other insurance premiums, and then to the remainder of the Principal Balance. Lender, at its option, may collect interest from and after the Final Payment Date upon any unpaid Principal Balance at either the Annual Percentage Rate agreed to in this Agreement or at the rate of 18% per annum.

PREPAYMENT: Borrower may prepay one or more full installments at any time without penalty, and Borrower may prepay the Note in full at any time without penalty. In the event the Note is prepaid in full by Borrower prior to the Final Payment Date, Borrower will not be charged any unearned interest. Interest on this Note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under applicable law, and any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. In the event of acceleration or required or permitted repayment, any such excess interest shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

SECURITY AGREEMENT:

☒ A. If this box is checked, Borrower's loan is secured by a Mortgage or Deed of Trust of even date on real property which requires Lender's prior written consent to a sale or transfer of the encumbered real property located at 1416 S HODGES AMARILLO TX 79104

This indebtedness is not secured by any other security interest securing any other indebtedness now or hereafter owed to Lender, and the security interest granted herein does not secure any other indebtedness owed to Lender.

See the Mortgage or Deed of Trust for terms applicable to Lender's interest in Borrower's real property ("Property").

OWNERSHIP OF PROPERTY: Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing.

USE OF PROPERTY: Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

TAXES AND FEES: Borrower will pay all taxes, assessments, and other fees payable on the Property, this Disclosure Statement, Note and Security Agreement, or the loan. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid principal balance of the loan.

INSURANCE: If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance.

LATE CHARGE: If a payment is more than 10 days late, Borrower will pay a late charge equal to the greater of 5.0 % of the unpaid portion of the payment due or \$ 15.00. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payments.

RETURNED CHECK FEE: Borrower agrees to pay a fee that does not exceed 30.00 for the return by a depository institution of a dishonored check, negotiable order of withdrawal, or share draft offered as payment on this loan.

LOAN CHARGES: If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT: Borrower will be in default if (1) Borrower does not make any scheduled payment under this Agreement when due; (2) Borrower is, or any other person puts Borrower in bankruptcy, insolvency or receivership; (3) Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan; (4) Borrower fails to fulfill any promise made under this Agreement; or (5) Borrower defaults in the performance of any terms, conditions or provisions of any prior Mortgage or Deed of Trust securing the payment of this Agreement or any other Mortgage or Deed of Trust on the real property.

Subject to Borrower's right to any notice of default, right to cure default, and any other applicable laws, if Borrower defaults, Lender may accelerate the final due date of this Agreement and demand that Borrower pay the entire unpaid Principal balance and earned unpaid interest at once. In the event of acceleration, Borrower will never be required to pay any unearned interest. Lender's failure to exercise its option to accelerate during any default by Borrower, regardless of any prior forbearance, shall not constitute a waiver of any of Lender's rights in the future. If this debt is referred for collection to an attorney not a salaried employee of Lender, Lender shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, actual court costs and reasonable attorney's fees assessed by a court.

OTHER TERMS: To the extent permitted by applicable law, Borrower (i) waives presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto; (ii) consents that time of payment may be extended after maturity without notice; and (iii) waives all benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation, on any Property securing this loan and waives the benefit of valuation and appraisal, to the extent permitted by law.

This Agreement shall be the joint and several obligation of all Borrowers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

Lender, at the time this loan is made, will provide Borrower (Owner) with a copy of all documents signed by Borrower (Owner) related to this extension of credit.

The extension of credit evidenced by this Note and Deed of Trust securing it is without recourse for personal liability against Borrower (Owner) and Borrower's (Owner's) spouse, unless Borrower or Borrower's spouse obtained the extension of credit by actual fraud.

Borrower may within 3 days after this extension of credit is made, rescind this extension of credit without penalty or charge.

Lender or any Holder of this Note for this extension of credit shall forfeit all principal and interest of this extension of credit if Lender or Holder fails to comply with their obligations under this extension of credit within 60 days after Lender or Holder has received written notification by the borrower, as referred to in the Deed of Trust, of Lender's or Holder's failure to comply.

Within a reasonable amount of time after termination and full payment of this extension of credit, Lender will cancel and return this Note to Borrower (Owner) and give Borrower (Owner), in recordable form, a release of the lien securing this extension of credit or a copy of an endorsement and assignment of the lien to a lender that is refinancing this extension of credit.

GOVERNING LAW: Borrower and Lender agree that this loan is subject to applicable Federal and Texas law and regulations. **THIS AGREEMENT EVIDENCES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.**

Borrower's Initials

B.M. J.M.

BEATRICE G MAREZ ADELAIDO MAREZ

02/22/2008

AUTHORIZATION TO USE CREDIT REPORT: By signing below, Borrower authorizes Lender to obtain, review and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for products and services offered by Lender. This authorization terminates when Borrower's outstanding balance due under this Disclosure Statement, Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, 300 St. Paul Place, BSP13A, Baltimore, MD 21202. In order to process Borrower's request, Lender must be provided Borrower's full name, address, social security number and account number.

The following notice applies only if this box is checked. ☐

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

THIS AGREEMENT EVIDENCES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.

THIS CONTRACT IS SUBJECT TO REGULATION BY THE OFFICE OF CONSUMER CREDIT COMMISSIONER, 2601 NORTH LAMAR, AUSTIN, TEXAS 78705-4207. (512) 936-7600 OR 1-800-538-1579.

BORROWERS WHO ENTER INTO AN AGREEMENT EVIDENCED BY THIS DOCUMENT AND THE ACCOMPANYING DEED OF TRUST OR MORTGAGE WILL BE GIVING A VOLUNTARY LIEN ON THEIR HOMESTEAD.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying Itemization of Amount Financed, and authorizes the disbursements stated therein.

WITNESSES:

John S. [Signature]

John S. [Signature]

SIGNED:

Beatrice G. Marez (Seal)
BEATRICE G MAREZ -Borrower

Adelaido Marez (Seal)
ADELAIDO MAREZ -Borrower

Adelaido Marez (Seal)
ADELAIDO MAREZ -Borrower

CITIFINANCIAL, INC.

By: John S. [Signature] Bu
(Name and Title) 02/22/2008 16:02:50

SECURITY INTEREST OF NONOBLIGOR: Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

Signature (Seal) Date

Signature (Seal) Date